



This tariff is subject to change without prior notice. Please consult with the latest edition of this document at our website at
www.tmsi-ca.com

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1. GENERAL

Our services are subject to the latest edition of TMSI's "Terms and Conditions" and "General Tariff". A copy of these documents is available upon request.

The definitions and rules listed in the TMSI "Terms and Conditions" apply to this Tariff. In event of an inconsistency between the "Terms and Conditions" and this Tariff, the "Terms and Conditions" shall prevail.

Unless stated otherwise, rates apply as per the Tariff in effect at the time of booking.

2. DEFINITIONS

Merchants consist of (but not limited to) shippers, consignees, notify parties, **equipment** owners, and any persons owning or entitled to the possession of a shipment or anyone acting on their behalf.

Equipment consists of sea containers, commercial freight trailers, and container chassis whether supplied by TMSI or by the **merchants**.

Break Bulk Cargo (BBC) includes all non-containerized items such as vehicles, machinery, rolling stock, etc.

Flat Deck Shipments (FDS) refers to items loaded on open deck containers and trailers that are exposed to, and not protected from the elements.

Shipments refer to products, items, goods, etc. in transit between two points.

Carrier refers to TMSI Limited.

Tariff refers to the TMSI General Tariff in effect at the time a shipment is booked.

Trans-shipped Equipment includes containers and roll-on roll-off equipment owned by international steamship lines and containing shipments for import or export.

3. VGM WEIGHT CALCULATION AND CUBE RULE

Merchants' declared weight and measurements of all **shipments** must include the weight of the items shipped, its packaging materials, dunnage, pallets, skids and any other materials or temporary blocking required for the safe transportation of the **shipment**. All rates are calculated on the actual weight of **shipments** or 10 lbs. per cubic foot (161 kg per cubic meter), whichever is greater.

Cube Rules

- Cube Rule Density Calculation in feet: length x width x height x 10 lbs.
- When instructions from **merchants** do not allow for **shipments** to be stacked and/or require void spaces around them, the cube weight will be calculated on the entire volume used for that **shipment**.
- All **shipments** are subject to being re-weighed and re-measured by TMSI and will be invoiced based on actual weight and measures determined by TMSI and/or its acting agent.

Verified Gross Mass (VGM)

- The IMO (International Maritime Organization) adopted new regulations under the SOLAS (Safety of Life at Sea) convention to increase maritime safety and reduce the dangers to ships, crews, **shipments** and **equipment** involved in transport throughout the supply chain.
- The Verified Gross Mass (VGM) is the weight of the **shipment** including dunnage and bracing plus the tare weight of the **equipment** carrying this shipment. SOLAS requires the shipper to provide VGM in a "shipping document," either as part of the shipping instruction or in a separate communication prior to loading on any vessel or ferry.
- The shipper is obliged to verify the gross mass of the **equipment** carrying their **shipment** by either of two permissible weighing methods:
 - By weighing all the contents of the **shipment** (pallets, dunnage, lashings, etc.) and adding those weights to the **equipment**'s tare weight (normally indicated on the door end of the container).
 - By weighing the **equipment** after it has been packed.
- Whenever TMSI is required to weigh, re-weigh, and/or inspect a shipment at the request of the shipper or due to incomplete or erroneous information provided on the shipping documents, a charge \$250.00 (CAD) plus any handling costs will apply.

4. PICK-UP AND DELIVERY SERVICE

Merchants will be contacted by TMSI regarding the positioning of the *equipment* at their premises. If the *merchant* is unable to accept the *equipment* at the agreed time and such *equipment* has to be repositioned, additional repositioning charges will apply. These charges will depend on the scope of work required to reposition the *equipment*.

TMSI will endeavor to deliver clean and sound *equipment* to the *merchant's* premises. It is the *merchant's* responsibility to inspect the *equipment* for soundness, cleanliness and suitability prior to use. Any exception must be reported to TMSI prior to use and TMSI will make the necessary accommodation to correct the situation.

The *merchant* is totally responsible for packing / unpacking *shipments* into/from *equipment*, and for affixing a security seal wherever and whenever required. TMSI accepts no responsibility for damages to the contents of the *equipment* especially when security seals are intact and there are no visible damages to the exterior of the *equipment*.

5. FREE TIME ALLOWANCES

“Live” loading and/or unloading

- One (1) hour maximum free time from the time the driver reports at *merchant's* premises; \$25.00 CAD per 15 minute interval or part thereof afterwards.
- Two (2) hours maximum cumulative free time for multiple pick ups / deliveries at *merchant's* premises; \$25.00 CAD per 15 minute interval or part thereof afterwards.

Dropped Equipment

- Twenty-four (24) hours free time for TMSI *equipment* left at Merchant's premises to load/unload at Merchant's convenience; \$150.00 CAD per calendar day or part thereof afterwards.

Demurrage / Storage:

- By ship on TMSI equipment:* Five (5) free business days immediately following the vessel's unloading day at the port of destination; \$150.00 CAD per calendar day or part thereof afterwards.
- By ship on Merchant owned equipment, break bulk cargo and trans-shipped equipment:* Five (5) free business days immediately following the vessel's unloading day at the port of destination; \$100.00 CAD per calendar day or part thereof afterwards.
- Empty trans-shipped equipment* held in storage on TMSI property; \$50.00 per unit per day or part thereof.

+TMSI and its agents are not responsible for detention and demurrage charges levied against Merchants by third party providers, connecting carriers, international steamship companies and/or other Merchants, etc.

6. ACCESSORIAL CHARGES

a. Advanced Charges

All transportation and port service charges paid in advance to a connecting carrier by TMSI in order to have the *shipment* released will be collected from the *merchant* at cost plus 20%.

b. Collect on Delivery (C.O.D.)

TMSI may provide "C.O.D." service on written request by the *merchant* at the time of booking. Once written confirmation from TMSI and/or its agent is received:

- (i) *Merchant* agrees to pay TMSI the C.O.D. fee of 20% on the total amounts to be collected from the Consignee or \$100.00 CAD, whichever is the greatest, to a maximum of \$1,500.00 CAD
- (ii) *Merchant's* instructions must clearly indicate in writing the amounts TMSI must collect from the Consignee or its agent before delivering the *shipment*, including all duties and taxes, currency exchanges, service fees, etc. wherever applicable.
- (iii) TMSI shall be entitled to accept cash, certified cheques, bank drafts or wire transfers as payment and shall not be held liable whatsoever in cases of fault and/or error of the payment instrument, valid stop payments or wire cancellations. TMSI shall not be responsible for failing to collect any amount from a Consignee in default.
- (iv) Upon full payment and clearance of all freight, COD fees and detention charges by the Consignee wherever applicable, TMSI shall promptly remit the balance of the COD amount requested by the *merchant* less the applicable fee outlined in section 6-B (i) above.

c. Declared Value

A minimum of 6.5% of the declared value or \$100.00, whichever is the higher, shall apply subject to TMSI's confirmation in writing of the actual rate. No value shall be considered to have been validly declared and accepted by TMSI until full payment of the fee is collected from the *merchant* prior to shipping.

Note: Liability is subject to the terms and conditions outlined in TMSI's "Terms and Conditions".

d. Temperature Controlled Shipments (TCS)

Available on written request from *merchants* at the time of the booking. *Merchants* must clearly indicate temperature requirements on all shipping documents.

+TMSI is not responsible for repairs to Merchant and Trans-shipped equipment and/or any losses to shipments resulting from a mechanical malfunction of the refrigeration / heating unit.

e. Hazardous or Dangerous Goods Shipments

All shipments deemed to be dangerous under the International Marine Dangerous Goods Code (IMDG) and/or the Canadian Transport of Dangerous Goods Act (TDG) must be declared at the time of booking and clearly identified on the shipping documents:

- \$75.00 surcharge per shipment

++Explosive goods under classes 1.1 and 1.2 and radioactive substances under class 7 cannot be transported by TMSI

f. In Bond Shipments

In bond shipments under the control of CBSA are subject to inspection and survey without notice. CBSA will require shipments targeted for inspection to be transferred to their nearest facility. Mobilization and handling of shipments under CBSA inspection are solely for the account of the merchant and will be added to TMSI's invoice at cost plus 20% when applicable.

g. Stop-off in Transit

Equipment stop-offs on in-land routes to collect or deliver parts of a shipment will be under the merchant's full control (load, stow, and count) and responsibility:

- Second and each subsequent stop-off: \$75.00 CAD.
- Plus diversion from direct route where applicable: \$3.25 CAD per mile (\$2.02 CAD per km)

h. Sweeping / Cleaning

The consignee is responsible for ensuring that all TMSI equipment is swept clean before it is returned. Equipment returned un-swept will be assessed a clean-out charge equating to the actual clean-out cost plus 20%.

i. Flat Deck Shipments / Tarping

Merchants are responsible for protecting flat deck shipments that will be exposed to the elements during transit. TMSI can supply tarps to merchants at no charge on request. TMSI is not responsible for weather related damages caused by defects in the tarps. Please refer to the TMSI's "Terms and Conditions" for more information.

j. Late payment:

2.5 % per month on balances past 30 days of the invoice.